

**QUINCY-COLUMBIA BASIN IRRIGATION DISTRICT
COLUMBIA BASIN PROJECT, WASHINGTON**

LICENSE FOR REMOVAL OF ROAD BUILDING MATERIALS

THIS LICENSE, dated February 14, 2023, granted by the QUINCY-COLUMBIA BASIN IRRIGATION DISTRICT, hereinafter called the District, in accordance with authorization of the United States Bureau of Reclamation, authorizes: **Grant County Department of Public Works**, hereinafter called the Licensee, subject to the terms and conditions hereinafter set forth, to remove earth materials on the material site located on the following described land of the United States in GRANT County, Washington:

Remove up to 50,000 tons of crushed aggregate from the Q-18 (Hilltop / George) Materials site, described as the Northeast quarter of section 22, Township 18, Range 23, E.W.M., Parcel#150445000

1. **USE OF MATERIALS** - Earth materials removed from the site shall be used only for road building purposes in connection with construction and development of highways or roads in or in the immediate vicinity of the Quincy-Columbia Basin Irrigation District.
2. **USE OF SITE** - The Licensee shall observe the following conditions in utilization of the material site:
 - a. The primary purpose of the material site is for use in connection with Project irrigation works, and other uses must necessarily be subordinate thereto.
 - b. Activities hereunder shall be subject to supervision by the District, including designation of portions of material site to be utilized, depth of cut, stockpile locations, and wasting of unsuitable material.
 - c. All screenings/spoils are to remain the property of and for the exclusive use of the District.

- d. The material site shall at all times be maintained and activities thereon conducted in a safe, sightly and workmanlike manner and according to standards for similar material sites, and in full compliance with the laws of the State of Washington, in particular the *Surface-Mined Land Reclamation Act; RCW 78.44 (Chap. 64, Laws of 1970)* and regulations thereunder, the Reclamation Plan for material Sites on Bureau of Reclamation Lands, and laws, regulations, and orders of the District and/or the United States or any other public authority affecting the same.
- e. Dumping of refuse or debris shall not be permitted, and signs shall be maintained informing the public that such dumping is prohibited. Appropriate safety signs shall be posted. Loose materials not in stockpiles shall be leveled. All banks shall be maintained at slopes that will not constitute a hazard to the public, overhanging ledges removed, and hazardous areas fenced, back-filled, or other adequate safety precautions taken.
- f. Activities hereunder shall be conducted, to the extent practicable; so as to minimize interference with activities of the District and other authorized users of the material site. Earth materials processed or stockpiled by another authorized user shall not be disturbed unless mutually satisfactory arrangements shall first have been made with such authorized user by the party desiring to use such materials.
- g. The Licensee shall cooperate with any weed district, fire district, mosquito district, or similar entity.
- h. Public hunting shall not be restricted except, as it may be inconsistent with activities hereunder.
- i. No posters, signs and/or advertisements shall be displayed other than notices and signs connected with Governmental operations, with safety or health, or with activities of authorized users. Any signs shall be neatly constructed and maintained in good condition.
- j. The Licensee agrees that it will comply fully with all applicable Federal laws, orders, and regulations and the laws of the State of Washington, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, groundwater, or water courses with respect to pollution or the discharge of refuse, oil, or other pollutants.

- k. Use of land hereunder shall be consistent with the objectives of National Environmental Policy and shall be such as to contribute to preservation and enhancement of the environment.
- l. The Licensee, at the beginning of each calendar year, shall furnish the District with a statement of estimated quantities, by months to the extent practicable, which it expects to excavate from the material site during the year (but not including materials previously processed). If the District determines that sufficient materials are not available in the site in addition to estimated requirements for Project purposes, the District will notify the Licensee of the quantity of materials available to the Licensee and the Licensee shall excavate no greater quantity from the site than so directed by the District.

3. **INTERLOCAL AGREEMENT TO SUPPLY DISTRICT MATERIAL NEEDS**

- a. This Agreement is executed in accordance with the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act. Pursuant to the provisions of RCW 39.34.030, the Grant County Public Works and the Qunicy-Columbia Basin Irrigation District shall be responsible for administering the agreement. No real or personal property will be jointly acquired by the parties under this Agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion.
- b. If any term, provision, or condition of this ILA should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this ILA shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- c. The District may request in writing prior to the Licensee's bidding, an amount of material to be purchased by the District.
- d. The Licensee agrees to include in their bid a line item specifically for the District's material needs.
- e. The Licensee will report in writing to the District the bid results.

- f. The District has the option to accept or reject the materials bid for its use.
- g. If accepted by the District, the material will be stockpiled separately for the exclusive use of the District.
- h. The Licensee will not charge the District any administrative fees or any mobilization costs.
- i. The District will pay the Licensee for the material at the bid price.

4. **RIGHTS OF THE UNITED STATES** –

- a. The United States and the District, their officers, agents, and employees in connection with their authorized activities shall have access to the material site at all times.
- b. The United States and its designated agents and contractors, after notice to the District, may extract and remove earth materials, process and stockpile the same, or utilize the land for such other purpose as required to fulfill the responsibilities of the United States. However, earth materials processed or stockpiled by the Licensee will not be disturbed by the United States or the District unless mutually satisfactory arrangements shall first have been made with the licensee.
- c. The United States or the District may grant easements, licenses, or rights-of-way affecting the material site which, in the opinion of the United States or the District, will not unduly interfere with the Licensee's activities in connection therewith.

5. **LIABILITY** - The United States and the District assume no liability for Injury, death or damage to persons or property incidental to or that may arise during and in consequence of the Licensee's activities hereunder. The Licensee shall hold harmless the United States and the District from any such liability until the same is satisfied by law.

6. **TERMINATION** - This License shall terminate:

- a. At the end of five (5) years from the date hereof;

- b. Upon ninety (90) days written notice to the Licensee, in event the District or the United States determines that sufficient earth materials are not available to satisfy estimated requirements for the primary purpose of the material site. In event of termination, provision will be made for the Licensee's continued stockpiling of earth materials, which it has previously processed or stockpiled at the site.
- c. Upon thirty (30) days written notice by the Licensee to the District provided the Licensee's liability obligations shall survive the termination or expiration of this license until satisfied by law.

7. **RESTORATION OF MATERIAL SITE** - Upon termination of this instrument or upon abandonment of cessation of activities hereunder at the material site or portion thereof, the Licensee shall remove its facilities from the site or portion thereof and shall restore the site to a safe and sightly condition including sloping of banks, leveling of loose materials, fencing, draining or back-filling of hazardous areas, or taking of other protective measures so as not to constitute a hazard to the public, stabilize any areas disturbed by its activities, and seed such disturbed areas with a suitable perennial grass variety if required by the District, all to the satisfaction of the District and with the objective of reestablishing on a continuing basis the vegetative cover, soil stability, and safety conditions appropriate to the locality and to subsequent use of the land.

8. **CIVIL RIGHTS** - The Licensee hereby agrees;

- a. To comply with Title VI (Section 601 of the Civil Rights Act of July 2, 1964 (78 Stat. 241) which provides that "*No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal Financial Assistance,*" and to be bound by the regulations of the Department of the Interior for the effectuation thereof, as set forth in 43 CFR 17.
- b. To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants receiving Federal financial assistance hereunder, to comply with the requirements of this provision.

9. **ASSIGNMENT OF TRANSFER** - Neither party to this Agreement shall be permitted to assign its rights or obligations herein without the advance and express written consent of the other party.
10. **EXCLUSIVE AGREEMENT** - This is the entire Agreement between the Parties.
11. **MODIFYING THE AGREEMENT** - This agreement may be modified only by a writing signed by both parties.
12. **NOTICE** - Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to:

Quincy-Columbia Basin Irrigation District
Attn: O&M Assistant Manager
P.O. Box 188
Quincy, WA 98848

Grant County
Attn: Grant County Public Works Director
P.O. Box 37
Ephrata, WA 98823

Or at such other address as either party may designate to the other in writing from time to time. All notices to be given with respect to the Interlocal Agreement shall be in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons.

13. **GOVERNING LAW AND VENUE** - This Agreement shall be governed by and interpreted according to the laws of the State of Washington. In the event of any suit or action or other legal proceeding to enforce this Agreement, venue shall be a court of competent jurisdiction in Grant County, Washington.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

QUINCY-COLUMBIA BASIN IRRIGATION DISTRICT

By _____
President, Board of Directors

GRANT COUNTY PUBLIC WORKS DEPARTMENT

By _____
Licensee

Title

STATE OF WASHINGTON)
County of Grant) ss
County of Grant)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

STATE OF WASHINGTON) ss
County of Grant)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC in and for the State of Washington,
Residing at _____
My Commission Expires: _____